



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

Worth & Company, Inc.
Thomas C. Zipfel, General Counsel
Worth & Company, Inc.
6263 Kellers Church Road
Pipersville, PA 18947

JUN 16 2009

RE: MUR 6034
Worth & Company, Inc.

Dear Mr. Zipfel:

On June 3, 2009, the Federal Election Commission accepted the signed conciliation agreement and civil penalty submitted on your client's behalf in settlement of violations of 2 U.S.C. § 441b(a) of the Federal Election Campaign Act of 1971, as amended, and 11 C.F.R. § 114.2(f) of the Commission's Regulations. Accordingly, the file has been closed in this matter.

Documents related to the case will be placed on the public record within 30 days. See Statement of Policy Regarding Disclosure of Closed Enforcement and Related Files, 68 Fed. Reg. 70,426 (Dec. 18, 2003). A copy of the agreement is enclosed for your information.

Enclosed you will find a copy of the fully executed conciliation agreement for your files. Please note that the civil penalty and the appropriate amendments are due within 30 days of the conciliation agreement's effective date. If you have any questions, please contact me at (202) 694-1372.

Sincerely,

A handwritten signature in black ink, appearing to read "Roy Q. Luckett".

Roy Q. Luckett
Attorney

Enclosure
Conciliation Agreement

29044244941

MAY 18 2009
Kend. Oac
9:15 PM

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of

Worth & Company, Inc.

)
)
)
MUR 6034

CONCILIATION AGREEMENT

This matter was initiated by a signed, sworn and notarized complaint filed by Todd Myers. The Federal Election Commission found reason to believe that Worth & Company, Inc. ("Respondent") violated 2 U.S.C. § 441b(a) and 11 C.F.R. § 114.2(f).

NOW, THEREFORE, the Commission and Respondent, having participated in informal methods of conciliation, prior to a finding of probable cause to believe, do hereby agree as follows:

I. The Commission has jurisdiction over Respondent and the subject matter of this proceeding, and this agreement has the effect of an agreement entered pursuant to 2 U.S.C. § 437g(a)(4)(A)(i).

II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. Respondent enters voluntarily into this agreement with the Commission.

IV. The pertinent facts in this matter are as follows:

1. Respondent, which is located in Pipersville, PA and employs approximately 400 people, provides mechanical contracting and maintenance services. It does not act as a vendor of food and beverages.

29044244943

1 2. The Federal Election Campaign Act of 1971, as amended ("the Act"), prohibits
2 corporations from making contributions or expenditures in connection with federal elections.
3 2 U.S.C. § 441b(a). It also prohibits corporations from facilitating the making of
4 contributions by using their resources or facilities to engage in fundraising activities in
5 connection with federal elections, with a few limited exceptions. 11 C.F.R. § 114.2(f).

6 3. One exception is that a corporation may supply the goods and services that it
7 provides in the normal course of its business as a commercial vendor, if the corporation
8 receives the usual and normal charge for such goods and services. 11 C.F.R. § 114.2(f)(1).
9 Otherwise, goods such as food and beverages provided by corporations in connection with
10 fundraisers should be pre-paid; if not, the corporation's furnishing of food and beverages at
11 such events constitutes corporate facilitation and, thus, a prohibited in-kind corporate
12 contribution. 2 U.S.C. § 441b(a); 11 C.F.R. § 114.2(f)(2)(i)(E).

13 4. Corporations are permitted to solicit contributions to be sent directly to candidates,
14 but those solicitations are limited solely to its stockholders and executive or administrative
15 personnel, and their families, which constitutes a corporation's restricted class. 2 U.S.C.
16 § 441b; 11 C.F.R. §§ 114.1(j) and 114.2(f).

17 5. Respondent organized a fundraiser for then-congressional candidate Tom Manion
18 and Manion for Congress and Richard Durso, in his official capacity as treasurer ("the
19 Committee") in its corporate offices on March 25, 2008. Respondent provided \$4,424.17 in
20 food and beverages during the fundraiser, for which the Committee did not pay in advance.

21 6. Respondent also printed and distributed invitations for the fundraiser. The

1 invitations requested that attendees donate at least \$250 per person. The total costs relating to
2 the invitations for the fundraiser included \$1,038.80 for 2,000 color copies of "Tom Manion
3 Flyers" and \$150 for miscellaneous expenses, including Respondent's estimate of the cost of
4 postage.

5 7. On June 30, 2008, Respondent billed the Committee for the costs associated
6 with the March 25, 2008 fundraiser, which included the \$4,424.17 in food and beverage
7 expenses, as well as \$1,038.80 for printing invitations and \$150 for miscellaneous expenses.

8 8. The Committee paid the bill for the event, which totaled \$5,612.97, upon
9 receipt of the June 30, 2008 invoice.

10 9. Because Respondent, as a construction company, does not provide food and
11 beverages in its normal course of business as a commercial vendor, the Commission
12 concludes that its provision of food and beverages in connection with the fundraiser should
13 have been pre-paid by the Committee. See 11 C.F.R. § 114.2(f)(2)(i)(E). As the food and
14 beverages provided at the fundraiser were not pre-paid by the Committee, the Commission
15 concludes that the \$4,424.17 amount spent by Respondent on the Manion fundraiser
16 constituted the use of corporate facilities and, thus, a prohibited in-kind corporate contribution
17 from Respondent to the Committee.

18 10. In addition, the Commission concludes that Respondent solicited individuals
19 outside its restricted class in connection with the event. Respondent's printing of
20 approximately 2,000 invitations to the fundraiser included individuals outside of its 400-
21 person company and their families. For example, Respondent has described some of the

29044244944

1 approximately 75 individuals who attended the fundraiser as "close friends" of its employees,
2 and thus outside of its restricted class.

3 11. Worth & Company, Inc. contends that the violations were inadvertent and
4 unintentional. The Commission has made no findings that the violations in this matter were
5 knowing and willful.

6 V. For the purpose of resolving this matter without the need for additional
7 proceedings before the Commission, Worth & Company, Inc. will not contest the
8 Commission's findings that it facilitated corporate contributions by failing to obtain \$4,424.17
9 in advance from the Committee for food and beverages served at the fundraiser for candidate
10 Tom Manion, thereby making a prohibited in-kind corporate contribution to the Committee, in
11 violation of 2 U.S.C. § 441b(a) and 11 C.F.R. § 114.2(f), and solicited contributions outside
12 of its restricted class, in violation of 2 U.S.C. § 441b(a) and 11 C.F.R.
13 § 114.2(f). Worth & Company, Inc. will cease and desist from violating 2 U.S.C. § 441b(a)
14 and 11 C.F.R. § 114.2(f).

15 VI. Respondent will pay a civil penalty to the Federal Election Commission in the
16 amount of Six Thousand Dollars (\$6,000), pursuant to 2 U.S.C. § 437g(a)(5)(A).

17 VII. The Commission, on request of anyone filing a complaint under 2 U.S.C.
18 § 437g(a)(1) concerning the matters at issue herein or on its own motion, may review
19 compliance with this agreement. If the Commission believes that this agreement or any
20 requirement thereof has been violated, it may institute a civil action for relief in the United
21 States District Court for the District of Columbia.

29044244945

VIII. This agreement shall become effective as of the date that all parties hereto have executed same and the Commission has approved the entire agreement.


IX. Respondent shall have no more than 30 days from the date this agreement becomes effective to comply with and implement the requirement contained in this agreement and to so notify the Commission.

X. This Conciliation Agreement constitutes the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party or by agents of either party, that is not contained in this written agreement shall be enforceable.

FOR THE COMMISSION:


Thomasenia P. Duncan
General Counsel

BY:


Ann Marie Terzaken
Associate General Counsel
For Enforcement

6/12/09
Date

FOR THE RESPONDENTS:


(Name) SECRETARY
(Position)

5-7-09
Date

29044244949